

SEP 21 2016

U.S. DISTRICT COURT
WESTERN DISTRICT OF NC

HOLD HARMLESS AND INDEMNITY AGREEMENT

No. BDF0001HHIA

Non Negotiable between the Parties

PARTIES

Docket No: 3:16-cr-00200-MOC

Bailor: BILLY DARRYL FLOYD
PO BOX 1225
INDIAN TRAIL, NC 28079

Bailee: Billy Darryl Floyd
c/o 2601 Supreme Dr
Monroe, NC; near [28110]
Non-domestic without the US

AGREEMENT

- I. On this 21 day of the month of Sept., in year of YHVH two thousand Sixteen, this Hold Harmless and Indemnity Agreement is mutually agreed upon and permanently entered between the juristic person BILLY DARRYL FLOYD, BILLY D FLOYD, BILLY FLOYD. Etc., a debtor, herein the Bailor, including, but not limited to, any and all variations and derivatives in spelling of said name except Billy Darryl Floyd, or any and all variations of said name, and the living, breathing, flesh-and-blood man, known by the distinctive appellation Billy Darryl Floyd, and including, but not limited to Billy Darryl Floyd, Billy D Floyd, Billy Floyd, or BL Floyd, and any and all variations and derivatives in spelling of said name, a creditor, herein the Bailee.
- II. For valuable consideration, Bailor, without benefit of discussion, and without division, does hereby expressly agree, covenant, and undertake the indemnification of, and does hold harmless Bailee from and against, but not limited to any and all: claims or legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summons[s], lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due or may hereafter arise, to include any such claims and the like that may hereafter arise with regard to any and all Collateral of Bailor, including, but not limited to all Collateral described on Bailor's List of Collateral, by separate document, presented herewith. Bailor does hereby expressly covenant and agree that Bailee shall not under any circumstances be considered an accommodating party nor a surety for Bailor.

WORDS DEFINED GLOSSARY OF TERMS

As used in this Hold Harmless and Indemnity Agreement, the following words and terms are as defined in this section, non obstante:

1. Appellation: "A general term introduces and specifies a particular term used in addressing, greeting, calling out for, and making appeals of a particular living breathing flesh and blood man."
2. Bailee: Billy Darryl Floyd "Bailee is a person who receives personal property from another as bailment."
3. Bailment: "A delivery of personal property by one individual the Bailor to another person the Bailee who holds the property for a certain purpose under an express or implied-in-fact contract."
4. Bailor: BILLY DARRYL FLOYD "A Person who delivers personal property to another as a bailment."

INITIALS: BDF

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Initials: BDF

5. Collateral: In this Security Agreement the term "Collateral" means any property and property rights of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, with ownership either in the name of Debtor or in the name of another in which the Debtor holds a beneficial interest, and secures the entire obligation or amount of indebtedness. "Collateral" includes but is not limited by any of the following: (a) Any accessions, increases, and additions, replacements of, or substitutions for, any property described in Bailor's List of Collateral presented by separate document; (b) Any products, produce, or proceeds of any of the property described in Bailor's List of Collateral presented by separate document; (c) Any accounts, general intangibles, instruments, monies, payments, or contract rights, or any other rights, arising out of sale, lease, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (d) Any proceeds, including insurance, bond, general intangibles, or account(s) proceeds, from the sale, destruction, loss, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (e) Any records or data involving any property described in Bailor's List of Collateral presented by separate document, not limited by any writing, photograph, microfilm, microfiche, tape, electronic media, or the like, together with any of Debtor's right, title, or interest in any computer software or hardware required for utilizing, creating, maintaining, and processing any such records or data in any electronic media.

6. Conduit: "Conduit signifies means of transmitting and distributing energy and affects the production of labor such as goods or services by way of BILLY DARRYL FLOYD, BILLY D FLOYD, BILLY FLOYD, B D FLOYD, OR BDF including, but not limited to, any and all variations and derivatives of Bailee except Billy Darryl Floyd or any variations and derivatives thereof."

7. Creditor: "Means Billy Darryl Floyd as creditor and Bailee.

8. Debtor: "BILLY DARRYL FLOYD, BILLY D FLOYD, BILLY FLOYD, BD FLOYD, OR BDF means including, but not limited to, any and all variations and derivatives in spelling of said name except Billy Darryl Floyd."

9. Derivative: "Coming from another; taken from something preceding, secondary; that which has not the origin in itself, but obtains existence from something foregoing and a fundamental nature; anything derived from another."

10. Ens legis: "A creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law."

11. Juristic person: "An abstract legal entity ens legis such as a corporation created by construct of law considered possessing certain legal rights/duties of a human being; an imaginary entity, such as Debtor, i.e. BILLY DARRYL FLOYD upon basis of legal reasoning, is legally treated as a human being for purpose of conducting commercial activity for benefit of a biological living being such as Creditor."

12. BILLY DARRYL FLOYD: "The Debtor BILLY DARRYL FLOYD, BILLY D FLOYD, BILLY FLOYD, B FLOYD, OR BDF means BILLY DARRYL FLOYD including, but not limited to, any and all variations and derivatives in the spelling of said name except Billy Darryl Floyd."

13. Living breathing flesh and blood man: "The Creditor Billy Darryl Floyd Bailee a sentient living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by contract of law."

14. Non obstanate: "The term non obstanate means words anciently used in public and private instruments with intent of precluding in advance 'any interpretation' other than certain declared objects, purposes."

15. Sentient living being: "The Creditor, i.e. Billy Darryl Floyd Bailee a living breathing flesh and blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association."

16. Transmitting Utility: "The term transmitting utility means a conduit, e.g., the Debtor, i.e. BILLY DARRYL FLOYD," including, but not limited to, any and all variations and derivatives in the spelling of said name except Billy Darryl Floyd.

17. U.C.C.: "U.C.C. Means Uniform Commercial Code."

SIGNATURES

Bailee accepts all signatures in accordance with the Uniform Commercial Code and acknowledges Bailor's signature as representative of all derivations thereof.

This Hold – Harmless and Indemnity Agreement No. BDF0001HHIA is dated: the ____ day of _____ in the year of A.D. 2009.

Bailor: BILLY DARRYL FLOYD

/s/ BILLY DARRYL FLOYD
Bailor's Signature

Entitlement Holder or Bailee accepts Bailor's signature in accord with UCC §§ 1-201(39), 3-401 and accepts for value this Hold – Harmless and Indemnity Agreement and any of Bailor's Collateral described herein and on Attachment 'A'.

State of NORTH CAROLINA)
County of Mecklenburg) ss.

On this 21st day of September ^{or 2006} 2009, before me personally appeared BILLY DARRYL FLOYD, known to me to be the party whose name is subscribed to this written instrument, and acknowledged that he/she executed the same for the purpose therein contained.

WITNESS MY HAND
AND OFFICIAL SEAL:

Andrew Oreste
Notary Public SEAL/TERM

My Commission Expires July 21st 2019

Bailee: Billy Darryl Floyd

B.H. Darryl Floyd
Bailee's Signature

Autograph Common Law Trade-name 2008 by Billy Darryl Floyd. All Rights Reserved.

State of NORTH CAROLINA)
County of Mecklenburg) ss.

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